

AG Contract No. KR99 0453TRN
ADOT ECS File No. JPA 99-34
Project. TEA 951-4 ()
TRACS: 40B MO H 5020 01 C
Section: Kingman, Andy Devine, B-40

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 24 May, 1999
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the City of Kingman, acting by and through its
Mayor and City Council, (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR- 40B at the following location

From milepost 52.75 at I-40F to milepost 53.62 at Eighth Street,
and from milepost 54.86 north of Johnson Ave. to milepost 55.82
just south of Hoover Street, a net distance of approximately 1.83
miles

NO. 23237

Filed with the Secretary of State

Date Filed: 05/24/99

Betty Gayles

Secretary of State

By Vicki V. Greenwood

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence

2. After City concurrence of the plans, the project will be constructed by the State, using Federal and State funds, at a cost currently estimated at \$380,000 00

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Kingman
City Manager
310 North 4th Street
Kingman, AZ. 86401

8 Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

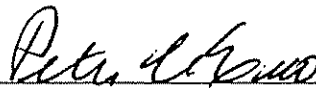
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

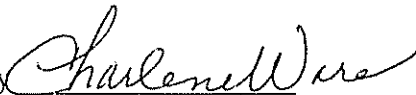
STATE OF ARIZONA

Department of Transportation

By 
LESTER BYRAM
Mayor

By 
PETER L. ENO
Contract Administrator

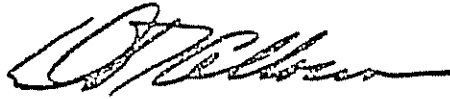
ATTEST

By 
CHARLENE WARE
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of March 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the design and construction of landscaping improvements on B-40 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF KINGMAN

RESOLUTION NO. 3402

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
AND THE STATE OF ARIZONA, FOR LANDSCAPE MAINTENANCE
ALONG SR-B40 (ANDY DEVINE AVENUE)

WHEREAS, the Arizona Department of Transportation is proceeding with the design and installation of landscaping improvements along the frontage of SR-B40, between Mile post 52.75 at I-40F to milepost 53.62 at Eight Street, and from mile post 54.86 north of Johnson Avenue to milepost 55.82 just south of Hoover Street, and

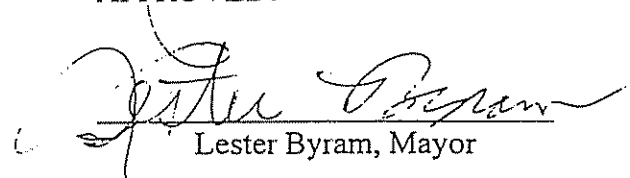
WHEREAS, it is to the mutual advantage of the State and the City to landscape these areas within the right-of-way on SR-40B, and

WHEREAS, it has been determined that it is in the best interest of the State and the City to enter into an agreement for the purpose of defining responsibilities for the design, construction and maintenance of the landscaping improvements.

NOW THERE FOR BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona, that the City enter into the Intergovernmental Agreement with the State for the SR-B40 landscaping project, and by so doing hereby authorize the Mayor to sign the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 19th day of April, 1999.


APPROVED:


Lester Byram, Mayor

ATTEST:


Charlene Ware, City Clerk

APPROVED AS TO FORM:

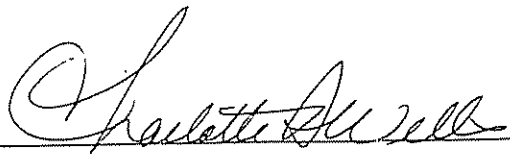

Charlotte Wells, City Attorney



APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of April, 1999.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0453TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 12, 1999.

JANET NAPOLITANO
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/20878

Enc.